

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Groz-Beckert Carding Belgium NV

Kleine Tapuitstraat 12, 8540 Deerlijk

0405.443.271 (Register of Legal Persons ("RPR") Ghent, dept. Kortrijk)

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### Article 1 Scope of application

- 1 These General Terms and Conditions of Purchase (hereinafter the "Terms and Conditions") apply to all purchases of good or services, which includes all acts, agreements, transactions, etc., to acquire the property, possession or use of goods or services or relating thereto (hereinafter "Purchase"), by Groz-Beckert Carding Belgium NV, with registered address at Kleine Tapuitstraat 12, 8540 Deerlijk, Belgium, with company number 0405.443.271 (Register of Legal Persons ("RPR") Ghent, dept. Kortrijk) (hereinafter "Groz-Beckert Carding"). This includes application of the Terms and Conditions to any relationship, agreement, act and transaction, both contractual as non-contractual, including but not limited to precontractual negotiations, orders, deliveries, of and between Groz-Beckert Carding and a Supplier relating to a Purchase. Any Purchase by Groz-Beckert Carding Belgium will be offered, accepted and concluded under the condition that these Terms and Conditions apply.
- 2 By offering or agreeing to sell goods or services to Groz-Beckert Carding Belgium, the Supplier accepts these Terms and Conditions and the application of these Terms and Conditions.
- 3 Groz-Beckert Carding Belgium does not accept the terms and conditions of the Supplier, insofar as

they are in conflict with these terms and conditions, unless otherwise explicitly agreed in writing by Groz-Beckert Carding Belgium.

### Article 2 Conclusion of contract

- 1 Any communication by Groz-Beckert Carding Belgium relating to a Purchase, including though not limited to orders, amendments, instructions, acceptations of an offer made by the Supplier, confirmations on the correct delivery or performance, cancellations, etc., is only binding if it is in writing (including, for the avoidance of doubt, electronic communications). As such, a Purchase is only binding, if it is based on a written offer or acceptance by Groz-Beckert Carding Belgium.
- 2 Any (counter)offer to Purchase by Groz-Beckert Carding Belgium, as well as any acceptance by Groz-Beckert Carding Belgium of a (counter)offer made by the Supplier, is given under the condition that these Terms and Conditions apply to that Purchase.
- 3 An offer to Purchase by Groz-Beckert Carding Belgium is valid for maximum seven (7) business days as from the day Groz-Beckert Carding Belgium has sent it, unless stated otherwise in that offer. An offer made by Groz-Beckert Carding Belgium expires when the Supplier refuses or makes a counteroffer.
- 4 Groz-Beckert Carding Belgium can withdraw from and change an offer to Purchase and any communication relating thereto, until written responds by the Supplier.
- 5 The Supplier is obliged to respond as soon as possible and in writing to any communication by Groz-Beckert Carding Belgium. Any communication by Groz-Beckert Carding Belgium relating to an agreed Purchase, including changing and cancelling a Purchase, is accepted by the Supplier if the Supplier does not respond in writing within seven days after receiving that communication.

- 6 If the Supplier executes an order by delivering the goods or performing the services ordered by Groz-Beckert Carding Belgium but the Supplier has not accepted the order in writing and in accordance with these Terms and Conditions, Groz-Beckert Carding Belgium is allowed to withdraw from the order and refuse the delivery or performance.

### **Article 3 Subject of performance**

- 1 The Supplier is obliged to execute delivery and performance of the Purchase in accordance with the agreement, its amendments (if applicable) and the instructions of Groz-Beckert Carding Belgium. Deviations are only allowed after explicit written consent by Groz-Beckert Carding Belgium, specifying the deviation.
- 2 The Supplier is obliged and guarantees that all goods/services are made and/or performed with the most suitable materials and in accordance to the most suitable practices and technology known at that moment. The Supplier also ensures that all its goods/services comply to all legal and technical norms, regulations, standards, practices as applicable or expected to be applied in Belgium and/or the European Union. This includes among other:  
the Low Voltage, EMC and the RoHS guidelines, the REACH directive and the Dodd-Frank Act. The Supplier is obliged to provide all required and useful information in this regard to Groz-Beckert Carding Belgium before or at the moment of delivery or performance, as well as on any other moment at which Groz-Beckert Carding Belgium requests so. The Supplier must inform Groz-Beckert Carding Belgium of any such (effective or possible) incompliance or deviation as soon as possible.
- 3 The Supplier shall provide a test report, which includes all specifications and characteristics, of goods that are specifically manufactured on request of Groz-Beckert Carding Belgium, and this on first demand of Groz-Beckert Carding Belgium.
- 4 The Supplier is obliged to inform Groz-Beckert Carding Belgium as soon as possible of all changes and modifications to goods or services if those goods or services were delivered to Groz-Beckert Carding Belgium in the past.

### **Article 4 Models, tools, drawings, sketches, logo**

All information and documents, in particular though not limited to models, samples, production equipment, tools, measuring and testing equipment, drawings, work standard sheets, print templates, provided by Groz-Beckert Carding Belgium to the Supplier will remain exclusive property of Groz-Beckert Carding Belgium. Such information and documents are confidential and should be treated as confidential by the Supplier in accordance with the provisions of Article 16. The Supplier is obliged to safeguard such information and documents with best care and diligence, separated from other items in its possession, marked as property of Groz-Beckert Carding Belgium and free of any charge. Such information and documents can only be used by the Supplier for the delivery of goods or services to Groz-Beckert Carding Belgium. Models and tools provided by Groz-Beckert Carding Belgium to the Supplier must be protected and insured by the Supplier, at its own cost, against hazards such as fire, water, theft and loss.

### **Article 5 Supplier compliance, audit rights**

- 1 The Supplier is obliged to strictly comply with the Code of Conduct for Suppliers of Groz-Beckert Carding Belgium, which is available at [www.groz-beckert.com](http://www.groz-beckert.com) and which will be delivered by Groz-Beckert Carding Belgium at first request. The Supplier shall impose prementioned Code on all its own Suppliers with regard to goods and services designated for Groz-Beckert Carding Belgium and he guarantees that the Code is strictly complied with along the whole supply chain of the goods and services that he delivers to Groz-Beckert Carding Belgium.
- 2 The Supplier is obliged to cooperate with Groz-Beckert Carding Belgium, among other by providing all requested and useful information and documents, to verify the application of the Code along the supply chain. For this purpose, the Supplier allows Groz-Beckert Carding Belgium to obtain information and documents from the Supplier and his Suppliers, request certificates, internal or external audits, or visit the factories of the Supplier and its Suppliers.
- 3 The Supplier guarantees that he and his Suppliers comply with all applicable legal obligations on employment. The Supplier allows Groz-Beckert

Carding Belgium to verify compliance with employment law and is obliged to cooperate with Groz-Beckert Carding Belgium, among other, by providing all relevant information and documents on first request and by verifying compliance by its own Suppliers.

## Article 6 Terms

- 1 The price for any purchase of goods or services is not payable by Groz-Beckert Carding Belgium before the delivery / performance of the relevant goods / services is completed, as determined according to article 8, unless otherwise explicitly agreed in writing by Groz-Beckert Carding Belgium, and a correct invoice for that purchase is received by Groz-Beckert Carding Belgium.  
A payment by Groz-Beckert Carding Belgium does not mean, nor can be regarded, implicit nor explicit, under any circumstances, as an acceptance or confirmation of the invoice, the goods/services or the delivery/performance, nor as a renunciation, waiver or adjustment of this clause, nor as a confirmation that the conditions are fulfilled.
- 2 Any term, duration or limitation in time regarding the payment for any purchase by Groz-Beckert Carding Belgium can commence at the earliest on the date on which the payment is payable according to Article 6,1.
- 3 Groz-Beckert Carding Belgium does not accept and hereby opposes any term, condition, bill, claim, or payment request of the Supplier that deviates from article Article 6 (unless otherwise explicitly agreed in writing by Groz-Beckert Carding Belgium).
- 4 The payment term for any amount due by Groz-Beckert Carding Belgium to the Supplier is at least thirty (30) calendar days as from the date it is payable according to this Article 6.
- 5 The Supplier grants a three percent (3%) cash discount on any payment by Groz-Beckert Carding Belgium made within fourteen (14) calendar days after the date it is payable. This discount is calculated on the total amount paid in advance. Cash amounts payable by Groz-Beckert Carding Belgium
- 6 Groz-Beckert Carding Belgium is entitled to make payments to the Supplier by any general accepted way of payment, including, cash, bank transfer,

cheque or discountable bill of exchange, with discount charges and taxes to be borne by the Supplier.

- 7 In case of an overdue payment, the Supplier will first remind Groz-Beckert Carding Belgium, free of any charge, before any consequences (interests, compensations, administration fees,...) can apply.
- 8 Set-off by the Supplier will only be permissible if its counterclaim is due, undisputed or has been finally established by a court of law.

## Article 7 Prices, dispatch, packaging, delivery

- 1 Quotations or cost estimates submitted by the Supplier to Groz-Beckert Carding Belgium are binding for the Supplier, unless it is explicitly stated otherwise in writing. These quotations or cost estimates must be prepared by the Supplier free of any charge.
- 2 Any price for a purchase by Groz-Beckert Carding Belgium is fixed, including all costs (among other, for packaging and shipping), unless explicitly stated otherwise in writing in the order.
- 3 If Groz-Beckert Carding Belgium and the Supplier agree on a purchase without explicitly stating the price, the lowest price offered by the Supplier, at any moment, for any customer or specifically for Groz-Beckert Carding Belgium, applies.
- 4 If the Supplier lowers the price (in the broadest sense, including all forms of reduction) for a good/service after it is ordered by Groz-Beckert Carding Belgium though prior to delivery or performance, the lower price will apply.
- 5 Unless otherwise agreed in the contract, goods are always to be shipped DAP to the destination stated in the order (Incoterms 2020). Packaging and transportation costs are at the expense of the Supplier, unless otherwise explicitly agreed in writing. In case such an exception is agreed on, all documents regarding the order and delivery will emphasize that it is not DAP and that the risk on transport is borne by Groz-Beckert Carding Belgium.
- 6 A single delivery note and invoice are to be issued per delivery or performance.
- 7 Any invoice is to be sent electronically to [invoice.gbcb@groz-beckert.com](mailto:invoice.gbcb@groz-beckert.com).
- 8 The references on all documents regarding an order (among other, on acceptance, shipment, delivery, performance, etc..) must correspond, word for word, with the wording used in the order and must contain the following information:

- Date, No. and reference of the order
  - Contents of the shipment
  - Status of the order
  - VAT ID No. of the Supplier.
- 9 In order for Groz-Beckert Carding Belgium to be able to carry out customs clearance, the Supplier is obliged to send all goods with the T1 customs transit document. Customs clearance will then be carried out by Groz-Beckert Carding Belgium.

## **Article 8 Delivery and performance time**

- 1 Agreed dates and deadlines on delivery or performance are binding. The date of completion of the delivery or performance is decisive in his regard. The completion of a delivery or performance requires full and correct delivery and/or performance of all goods and/or services of a specific order, compliant to and determined on the basis of the order (including changes thereto if applicable), general & specific agreements (incl. T&C, Code of Conduct,...), the Law and all legal obligations (in broadest sense) that apply, as well as common practices and standards. Completion also require that the goods or services can be used for the purpose for which they were ordered. As such, any deficiency in a good or service must be resolved before the delivery or performance is complete.
- 2 Goods or services which are delivered/performed in several phases though which are inseparable and/or which are ordered together, are in their entirety only completed upon the full and correct delivery or performance of the last good or service.
- 3 In case formalities after delivery or performance are required by law (in the most broadest sense), standard or agreement (including the order, these Terms and Conditions, the Code of Conduct, etc.) or for use, for example certifications or material inspection certificates, the delivery/performance of the goods/services is not completed until these formalities are fulfilled.
- 4 The Supplier undertakes to notify Groz-Beckert Carding Belgium immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery or performance time cannot be met. Such notification does not release the Supplier from its liability for delay.
- 5 The Supplier may only invoke the lack of necessary documents, information or materials to be provided by Groz-Beckert Carding Belgium as an obstacle for delivery or performance in time, if

- it has sent Groz-Beckert Carding Belgium a timely written reminder to provide what is needed, and only insofar as Groz-Beckert Carding Belgium has the duty to provide what is requested.
- 6 Premature deliveries will have no influence on the agreed date for payment. Partial or premature deliveries are only acceptable after explicit written consent by Groz-Beckert Carding Belgium. The remaining delivery must be listed in the delivery documents.
- 7 The Parties agree and accept that the timely delivery or performance by the Supplier is an essential part of their agreement. Consequently, the Supplier will be automatically, without the need of a reminder, in default as soon as the agreed delivery or performance date is exceeded.
- Groz-Beckert Carding Belgium is entitled to compensation by the Supplier for all damages as a direct or indirect consequence of the delay.
- 8 Groz-Beckert Carding Belgium reserves the right to cancel all or part of an order if it is not delivered within the agreed timeframe.
- 9 Any delivery or performance by the Supplier that is not complete within agreed term (including delays because of non-compliance issues or in case of defects) entitles Groz-Beckert Carding Belgium to a fixed penalty to be payable by the Supplier of 0,1% per day of delay on the total amount of the purchase price, with a maximum of 5% in total, without a reminder being required. This penalty does not affect any rights for compensation or remedy of Groz-Beckert Carding Belgium.
- 10 Any penalty or compensation owed by the Supplier for default on timely delivery or performance – by Law or by contract – can be set-off by Groz-Beckert Carding Belgium against the purchase price.
- 11 The Supplier will be liable, without limitation, for all direct and indirect damages as a result of any delay in delivery or performance.
- 12 Any limitation period will only commence after completion of the delivery or performance, as determined according to article 8.

## **Article 9 Transfer of ownership**

- 1 In case the Supplier processes goods that are provided by Groz-Beckert Carding Belgium, these goods remain property of Groz-Beckert Carding Belgium during the whole process. When these goods are mixed or combined with other goods,

- the subsequent goods become property of Groz-Beckert Carding Belgium.
- 2 Transfer of ownership of goods to Groz-Beckert Carding Belgium will unconditionally take place at the time and place of delivery, as ordered. There will be no retention of title by the Supplier after prementioned moment, regardless of payment.
- Article 10 Defects & liability**
- 1 In case Groz-Beckert Carding Belgium inspects goods upon delivery, this inspection and the declarations made in that regard are limited to an external examination on first sight. The inspection and even acceptance of goods after inspection does not waive any claims regarding any defect, not even for visible defects.
  - 2 In case that a defective good is delivered Groz-Beckert Carding Belgium is entitled to replacement, reparation or payback of the purchase price, at reasonable discretion of Groz-Beckert Carding Belgium.
  - 3 Additional costs arising from the fact that Groz-Beckert Carding Belgium have moved the defective goods to another location after delivery, will be borne by the Supplier if this transfer corresponds to the intended use of the goods.
  - 4 If an inspection is carried out by sampling and a defect is discovered, Groz-Beckert Carding Belgium is entitled to claim replacement, reparation or payback of the purchase price for the entire delivery.
  - 5 In case Groz-Beckert Carding Belgium prefer reparation and this is not possible or fulfilled by the Supplier in short notice, Groz-Beckert Carding Belgium is entitled to carry out the reparation by itself or by a third party, at the expense of the Supplier. This will not affect any rights or claims - such as claims for reimbursement of expense - of Groz-Beckert Carding Belgium.
  - 6 If the Supplier delivered goods that are defective in title or for which a claim is made regarding a defect in title, the Supplier shall indemnify and safeguard Groz-Beckert Carding Belgium against possible claims by third parties and shall compensate all damages as a direct or indirect consequence of this defect.
  - 7 The approval of drawings, calculations or other technical documents by Groz-Beckert Carding Belgium will not affect the Supplier's liability for defects, nor its warranty obligations.
  - 8 The Supplier will be liable to Groz-Beckert Carding Belgium, without limitation, for any form of breach of duty, and will be obliged to compensate all direct or indirect damage, financial loss or other damage as a direct or indirect consequence of such a breach.
  - 9 The Supplier is liable for any physical injury, material or non-material damage to Groz-Beckert Carding Belgium or third parties as a result of defects or properties of the goods or services it delivered or performed. This includes liability for damages and costs relating to a recall action, if reasonably required, legal defence or action, moral damage (including damage to reputation),... The Supplier will adequately insure itself for these risks, at least by underwriting a sufficient producer's liability insurance, a civil liability insurance and a property damage insurance. The Supplier shall deliver a copy of the policies and of the payments in that regard, on first request by Groz-Beckert Carding Belgium.
  - 10 Unless otherwise agreed in writing, the Supplier provides a warranty on all goods and services it delivered or performed, for a period of at least one year upon completion. In any case, If a material defect becomes apparent within six months after completion of delivery, the goods will be deemed defective as from the date of delivery.
  - 11 Groz-Beckert Carding Belgium will notify the relevant Supplier and request a written statement, briefly explaining the facts in case a claim for defects is made against Groz-Beckert Carding Belgium. If the Supplier does not provide a detailed answer within a reasonable period of time and/or if no amicable solution is reached, all consequences and damages resulting from the (claim for) defect, will be compensated by the Supplier.
  - 12 The rights of Groz-Beckert Carding Belgium on recourse against a Supplier for a defective good will not be affected if the defective goods have been processed by Groz-Beckert Carding Belgium or another company, e.g. by incorporation into another product.
  - 13 If a claim is made against Groz-Beckert Carding Belgium for violation of safety regulations or product liability rules or for a defect in our products which is attributable to the Supplier's goods or services, Groz-Beckert Carding Belgium is entitled to compensation for the direct and indirect damage



and to indemnification against claims by third parties by the Supplier.

**Article 11** Es wurden keine Einträge für das Inhaltsverzeichnis gefunden.**Right of withdrawal or delay – force majeure**

- 1 Groz-Beckert Carding Belgium may withdraw from an order in whole or in part or require delivery or performance at a later date, without compensation being due, in case of a material decline in demand with Groz-Beckert Carding Belgium or in case of material production or delivery issues at Groz-Beckert Carding Belgium because of unexpected events that materialize after the conclusion of a contract, for example in case of an epidemic, war, operational or transportation disruptions, riots, etc.
- 2 In case of a force majeure for the Supplier, the Supplier should notify Groz-Beckert Carding Belgium as soon as possible and at least within three (3) calendar days following its occurrence, after which it can no longer be invoked by the Supplier. Failing or delay by a supplier of the Supplier cannot be considered as a case of force majeure.

**Article 12 Property rights**

- 1 The Supplier ensures that no third-party property rights are infringed in connection with the goods/services delivered/performed.
- 2 If claims are filed against Groz-Beckert Carding Belgium for an infringement of property rights relating to goods or services delivered by a Supplier, the Supplier will be obliged to safeguard Groz-Beckert Carding Belgium regarding such claims and to indemnify all direct and indirect damages, including procedural costs and damage to reputation.
- 3 If the Supplier owns or possesses property rights on ordered goods or services or relating to their processing, the Supplier must notify Groz-Beckert Carding Belgium on these rights. In case the use by Groz-Beckert Carding Belgium of these rights is useful or required for the purpose for which the goods or services are ordered, the Supplier shall grant a concession to Groz-Beckert Carding Belgium to do so.
- 4 Any reference by a Supplier to Groz-Beckert Carding and the business relation between them, for example in advertising materials or reference documents, is only allowed after a written consent

by Groz-Beckert Carding Belgium. The use of any trademark or identification mark to which Groz-Beckert Carding Belgium or other companies connected to Groz-Beckert Carding Belgium are entitled, requires explicit written consent by Groz-Beckert Carding Belgium.

**Article 13 CE declaration of conformity / manufacturer's declaration / certificate of origin / certificates / approvals**

- 1 The Supplier guarantees that any goods it delivers to Groz-Beckert Carding Belgium comply with all regulations, directives and standards relating to the goods in question. All goods must be delivered with the prescribed certificates and approvals. If a manufacturer's declaration and/or a declaration of conformity (CE) is required or applicable for ordered goods, the Supplier must prepare these and make them available to Groz-Beckert Carding Belgium as soon as possible and at its own expense.
- 2 The Supplier shall not deliver goods that are subject, in whole or in part, to any export, import or boycott restriction or that are included in Annex I of the EC Dual-Use Regulation. If goods are ordered for shipment abroad and their exportation or importation is only allowed after governmental approval, the Supplier has to acquire such an approval for those goods at its own expense.
- 3 If the goods or services of the Supplier are subject to authorisation according to the Export Control List / ECCN, the Supplier must inform Groz-Beckert Carding Belgium as soon as possible of this.
- 4 The Supplier undertakes to enclose a certificate of origin with each delivery.

**Article 14 Confidentiality**

- 1 The Supplier guarantees to keep all information and documents of Groz-Beckert Carding Belgium or of parties connected to Groz-Beckert Carding Belgium to which it has access confidential. The Supplier guarantees not to record, copy or share any information of Groz-Beckert Carding Belgium, unless this has been expressly approved in writing in advance or if this is necessary to achieve the purpose of the contract. In any case, all information provided by Groz-Beckert Carding Belgium or relating to Groz-Beckert Carding Belgium or its goods and services must be

destroyed after delivery or performance and it can never be used for any other purpose than it was meant for.

- 2 In case information of or relating to Groz-Beckert Carding Belgium must be disclosed due to legal obligations or official or judicial orders, the Supplier must inform Groz-Beckert Carding Belgium before disclosure or, if this is not possible or allowed, immediately upon disclosure. This is without prejudice to any other legal obligations regarding confidentiality.
- 3 The Supplier undertakes to protect all information of or relating to Groz-Beckert Carding Belgium with the highest care from third parties, at least by taking secrecy measures which are reasonable under the circumstances and which correspond at least to the level of care customary in trade and at least to the level of protection which the Supplier applies to its own confidential information.

## **Article 15 Closing provisions, place of jurisdiction, applicable law**

- 1 The place of performance and exclusive place of jurisdiction for all disputes arising between Groz-Beckert Carding Belgium and the Supplier is Deerlijk.
- 2 If any provision in these Terms and Conditions of Purchase or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements will not be affected.
- 4 The contractual language as well as the procedural language is Dutch.
- 5 The contractual and other legal relationships between Groz-Beckert Carding Belgium and the Supplier are governed by Belgian law.

Valid from: January 2023